allowed, providing it does not contravene other established evidentiary rules. In *Frank* v. *State,* 55 Fla. 62, the defendant propounded several questions to his witnesses to show that defendant had no criminal intent in his dealings with money intrusted to him as an agent. Objections to these questions being sustained, the court in review held the ruling error, stating the just rule, "Some latitude is to be allowed, not only in proving the offense, but on the other hand to show the bona fides of the accused."

INJUNCTION—MASTER AND SERVANT—INJUNCTION TO ENFORCE RESTRICTIVE COVENANTS.—Action to restrain former employee from entering the employment of another, in violation of a restrictive covenant that he would not work for any competitor in the United States for two years after leaving complainant's service. The purpose of the complainant is to prevent the employee from divulging trade secrets to the prospective employer. *Held,* agreement was valid, and defendant should be restrained. *Eastman Kodak Co.* v. *Powers Film Products* (Dec., 1919), 179 N. Y. S. 325.

This is a reversal of the decision rendered in the Supreme Court in September, 1919, criticized in 18 MICH. L. REV. 160. It was there pointed out that, according to the better view, the defendant should have been restrained from entering the employment of the competitors, because such restrictive covenants are treated like similar covenants in restraint of trade connected with the sale of business,—and the injunction generally issues regardless of the skill of the employee. The Appellate Court, in trying to square its decision with that of the Supreme Court, assumes that the defendant has acquired valuable trade secrets through his employment, and also that the mere rendition of service along the line of his training would necessarily impart such knowledge to some degree. Such an attempt on the part of the court seems needless, and it might better have placed its decision on the ground that the granting of the injunction was necessary, reasonable and equitable to protect the interest of the covenantee, regardless of the employee's skill. *Mahler Co.* v. *Mahler,* 160 App. Div. 548.

INSURANCE—ACCIDENT—PROXIMATE CAUSE.—Where the insured, after undergoing an operation for appendicitis, slipped from his pillow, and this caused an embolus to separate from the wound, resulting in his death, *held,* that the accident of slipping from the pillow was the proximate cause of the death and that the insurer was liable on a policy insuring against death by accidental means. *Pacific Mutual Life Insurance Co.* v. *Meldrim* (Ga., 1919), 101 S. E. 305.

The dissenting opinion took the position, that there is a material distinction between cases in which there is an independent injury merely aggravated by an existing disease, and those, like the principal case, where the accident only results from and relates to the disease. For a review of the cases on this subject, see, 9 MICH. L. REV. 365, 11 MICH. L. REV. 486, and 17 GREEN BAG, 549.